

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-13-65120

HUD# 07-14-0175-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

VINEYARDS AT CARMAN ESTATES HOMEOWNERS' ASSOCIATION

c/o Mathew Bailey

5801 SE 24th Street Unit 77

Des Moines, Iowa 50320

ZACHARY HEDGECOCK

Conlin Properties, Inc.

319 7th Street Suite 500

Des Moines, Iowa 50309

CONLIN PROPERTIES, INC.

319 7th Street Suite 500

Des Moines, Iowa 50309

COMPLAINANTS

TEEA AND CIPPRIANO ESTAYO

5801 SE 24th Street Unit 64

Des Moines, Iowa 50320

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainants alleged Respondents failed to provide a reasonable accommodation by refusing to waive their “2 pet” limit policy and “35-pound weight limit” policy for an assistance animal (companion therapy dog) and this resulted in different terms and conditions of rental based on disability. Respondents manage the subject property, a 96-unit condominium community, located at 5801 SE 24th Street, Unit 64, Des Moines, Iowa 50320.

A complaint having been filed by Complainants against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation,

proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(B); Iowa Code § 216.8A(3)(c)(2).

3. Respondents acknowledge the FHA and ICRA make it unlawful

to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

4. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals – defined as service animals, emotional support animals, or companion animals – are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Respondents acknowledge that allowing an assistance animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law. Under the FHA and ICRA, an assistance animal qualifies as a reasonable accommodation if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Housing providers cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Respondents acknowledge they will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable

inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaint are not fully meritorious.

7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

10. Complainants hereby waive, release, and covenant not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondents agree each of Respondents' employees or agents who are involved in the management or operation of Conlin Properties, Inc.'s HOA will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability and laws prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Within ten (10) days of completing the training, Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed with a list of all employees who completed the training.

Relief for Complainants

12. Respondents agree to waive \$350 in assessed fines issued to Complainants for the time period, November 12, 2013 through December 2, 2013, and remove from Complainant's tenant file and Respondents' records all documents related to allegations of non-compliance for the following alleged violations of the Vineyards at Carman Estates Homeowners' Associations' Governing Documents:

- November 12, 2013 \$25 fine for pet over the weight limit
- November 12, 2013 \$25 fine assessed for exceeding two pet rule with three pets
- November 22, 2013 \$50 fine assessed for pet over the weight limit
- November 22, 2013 \$50 fine assessed exceeding two pet rule with three pets
- December 2, 2013 \$100 fine assessed for pet over the weight limit
- December 2, 2013 \$100 fine for C exceeding two pet rule with three pets

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainants and the Commission, stating Respondents have removed from Complainants' tenant file and Respondents' records all documents related to allegations of non-compliance.

13. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainants agree to follow the terms of their lease agreement and all Respondents' rules and regulations.

Reporting and Record Keeping

14. Respondents shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the

training, as evidence of compliance with Term 11 of this Agreement.

15. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainants and the Commission, stating Respondents have removed from Complaints' tenant file and Respondents' records all documents related to allegations of non-compliance, as evidence of compliance with Term 12 of this Agreement

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Signature on the following page (Page 6)

Vineyards At Carmen Estates Home Owners' Association,
RESPONDENT

Date

Zachary Hedgecock, RESPONDENT

Date

Conlin Properties, Inc., RESPONDENT

Date

Teea Estayo, COMPLAINANT

Date

Cipriano Estayo, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION